

10-22-1998

U.S. Patent & TMO/TM Mail Rpt Dt. #10



08-17-1998

100801660  
RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☐ New
- ☐ Resubmission (Non-Recordation)  
Document ID #
- ☐ Correction of PTO Error  
Reel #  Frame #
- ☒ Corrective Document  
Reel #  0923 Frame #  687

Conveyance Type

- ☐ Assignment ☐ License
- ☒ Security Agreement ☐ Nunc Pro Tunc Assignment
- ☐ Merger  
Effective Date  
Month Day Year
- ☐ Change of Name TO GREAT STATE OF
- ☐ Other INCORPORATION OF ASSIGNMENT

Conveying Party

☐ Mark if additional names of conveying parties attached

Name  Sebastiani Vineyards, Inc.

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship/State of Incorporation/Organization  Delaware

Receiving Party

☐ Mark if additional names of receiving parties attached

Name  General Electric Capital Corporation, as Agent

DBA/AKA/TA

Composed of

Address (line 1)  350 S. Beverly Drive

Address (line 2)  Suite 200

Address (line 3)  Beverly Hills  
City

CA

State/Country

90212

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☒ Corporation ☐ Association

☐ Other

☒ Citizenship/State of Incorporation/Organization  New York

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

TRADEMARK  
REEL: 1765 FRAME: 0001

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number (415) 398-4700

Name

Murphy, Sheneman, Julian & Rogers

Address (line 1)

Attention: D. Elaine Howard, Legal Assistant

Address (line 2)

101 California Street

Address (line 3)

39th Floor

Address (line 4)

San Francisco, CA 94111

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

☒ X

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

74055882

74045348

**Registration Number(s)**

1640728

1679587

1680539

1603970

1586027

1586026

1364815

1326271

1252402

**Number of Properties**

Enter the total number of properties involved.

# 19

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

1175<sup>00</sup>

Method of Payment:

Enclosed ☐

Deposit Account ☒

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

20-0052

Authorization to charge additional fees:

Yes ☐

No ☐

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

D. Elaine Howard

Name of Person Signing

*D. Elaine Howard*  
*Christine Wilson*

Signature

8/12/98

Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

**Conveying Party**

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

**Trademark Application Number(s) or Registration Number(s)**

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

**Registration Number(s)**

1249224	1190190	1111451
511191	1127945	1111046
1113295	1117414	
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<input type="text"/>	<input type="text"/>	<input type="text"/>
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RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

**Conveying Party**

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AK/A

Composed of

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Address (line 2)

Address (line 3)

City

State/Country

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**Trademark Application Number(s)**

**Registration Number(s)**


1249224	1190190	1111451
511191	1127945	1111046
1113295	1117414	

**ASSIGNMENT OF PATENTS, TRADEMARKS, PATENT  
LICENSES AND TRADEMARK LICENSES FOR SECURITY**

This Assignment of Patents, Trademarks, Patent Licenses and Trademark Licenses for Security ("Assignment") is made as of December 23, 1992, by Sebastiani Vineyards, Inc., a Delaware corporation having its chief executive office at 389 Fourth Street East, Sonoma Valley, California 95476 ("Sebastiani") in favor of General Electric Capital Corporation, a New York corporation having an office at 1999 Avenue of the Stars, 30th Floor, Los Angeles, California 90067, as agent ("Agent") for the benefit of the "Lenders" as defined in the "Security Agreement" referred to below, with reference to the following facts:

**RECITALS**

A. Pursuant to that certain Security Agreement of even date herewith made by Sebastiani to Agent (the "Security Agreement"), Sebastiani has granted to Agent for the benefit of Lenders a lien against and security interest in all of Sebastiani's current assets in order to secure, among other things, the prompt and complete payment and performance of all of Sebastiani's obligations to Lenders under (i) that certain Revolving Credit Agreement of even date herewith (the "Credit Agreement"), (ii) those certain Revolving Credit Notes under and as defined in the Credit Agreement, and (iii) any extensions, modifications, amendments, replacements and renewals of any of the foregoing.

B. Sebastiani owns the patents and trademarks and has rights under the patent licenses and the trademark licenses listed on Schedule 1 attached hereto, and may hereafter own various patents and trademarks, file various patent and/or trademark applications, or be a party to, or an assignee of a party to, various patent and/or trademark licenses.

TRADEMARK

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**TERMS OF ASSIGNMENT**

1. **Definitions.**

(a) **Patents.** As used in this Assignment, the term "Patent" means all of the following:

(i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications in the United States Patent and Trademark office or in any similar office or agency of the United States or any State or Territory thereof, or any other country, including, without

limitation, the patents listed on Schedule 1, attached hereto, and

(ii) all proceeds thereof, including, but not limited to, license royalties and proceeds of infringement suits; the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

(b) Patent Licenses. As used in this Assignment, the term "Patent License" means rights under any written agreement now owned or hereafter acquired by Sebastiani granting any right with respect to any invention on which a Patent is in existence, including, without limitation, those Patent Licenses, listed on Schedule 1, attached hereto.

(c) Trademarks. As used in this Assignment, the term "Trademark" means all of the following: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, proprietary product names or descriptions, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country or any political subdivision thereof, including, without limitation, the trademarks listed on Schedule 1, attached hereto, and (ii) all reissues, extensions or renewals thereof.

(d) Trademark Licenses. As used in this Assignment, the term "Trademark Licenses" means rights under any written agreement now owned or hereafter acquired by Sebastiani granting any right to use any Trademark or Trademark registration, including, without limitation, the trademark licenses listed on Schedule 1, attached hereto.

(e) Goodwill. As used in this Assignment, the term "Goodwill" shall mean all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, distribution agreements and general intangibles.

2. Grant of Security Interest. Sebastiani hereby assigns, transfers, conveys, mortgages, pledges and grants to Agent, for the benefit of Lenders, a lien on and security interest in all of Sebastiani's right, title and interest,

whether presently existing or hereafter arising or acquired, in, to and under the following (all of which being hereinafter collectively called the "Patent and Trademark Collateral"):

(a) each Patent owned and Patent application filed by Sebastiani, including, without limitation, each Patent listed in Schedule 1;

(b) each Patent License to which Sebastiani is a party (or the assignee of a party), including, without limitation, each Patent License listed in Schedule 1;

(c) each Trademark owned and Trademark application filed by Sebastiani, including, without limitation, each Trademark listed in Schedule 1;

(d) each Trademark License to which Sebastiani is a party (or the assignee of a party), including, without limitation, each Trademark License listed in Schedule 1;

(e) the Goodwill associated with: (i) each Patent, Patent application, Trademark and Trademark application, including, without limitation, each Patent and Trademark listed in Schedule 1; and (ii) each Patent licensed under any Patent License, and each Trademark licensed under any Trademark License, including, without limitation, each Patent License and Trademark License listed in Schedule 1; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim of Sebastiani against third parties for any (i) past, present or future infringement or dilution of any Patent and/or Trademark and of any Patent License and/or Trademark License and (ii) injury to the Goodwill associated with any Patent, Patent licensed under any Patent License, Trademark, Trademark registration or Trademark licensed under any Trademark License.

3. Representations and Warranties. Sebastiani represents and warrants to Agent that as of the date of this Assignment, Sebastiani:

(a) does not own any Patent or Trademark that is registered with the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country or political subdivision other than each of the Patents and Trademarks listed in Schedule 1;

(b) is not a party to, or an assignee of a party to, any Patent License or Trademark License;

(c) does not own any Patent or Trademark other than the Patents and Trademarks listed in Schedule 1 (except logos, prints, labels, designs, and general intangibles that are not and can not be registered with the United States Patent and Trademark Office);

(d) has not granted any license, rights or privileges in or to the Patent and Trademark Collateral to any party, except as otherwise set forth herein;

(e) has notified Agent, in writing, of all prior art (including public uses and sales) with respect to its Patents;

(f) the Patents and Trademarks have been duly and properly filed and issued, and are valid and enforceable;

(g) the Patents and Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(h) may practice the inventions described and claimed in the Patents, free and clear of the infringement of or interference with the rights of others; and

(i) has not received any threats of action and has not commenced and is not about to commence any suit or action against others in connection with the violation or enforcement of the rights of Sebastiani in the Patents or Trademarks.

4. Covenants of Sebastiani. Sebastiani covenants and agrees as follows:

(a) If Sebastiani creates, develops, purchases, or otherwise obtains any Patent or Trademark that is not included in Schedule 1 and uses such Patent or Trademark in its business for a period of six (6) months or plans to use such Patent or Trademark in the general conduct of its business, Sebastiani will take all steps reasonably necessary to effect the registration of such Patent or Trademark. Without limiting the generality of the foregoing, if Sebastiani uses or plans to use such Patent or Trademark in the United States, including any territory thereof, Sebastiani will take all actions reasonably necessary to effect registration of such Patent or Trademark with the United States Patent and Trademark Office and with any similar office or agency of the United States or any State or Territory thereof in which registration is necessary to protect Sebastiani's rights in such Patent or Trademark. Also without limiting the generality of the foregoing, if Sebastiani uses or plans to use such Patent or Trademark in any foreign country, Sebastiani will take all action reasonably necessary to effect registration of such Patent or Trademark with any office or agency of such foreign country or any political subdivision thereof with which registration is

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necessary to protect Sebastiani's rights in such Patent or Trademark.

(b) Sebastiani will notify Agent no later than ten (10) business days after Sebastiani acquires any Patent or Trademark not included in Schedule 1, or becomes a party to any Patent License or Trademark License not listed in Schedule 1. If Agent so requests, Sebastiani will deliver to Agent an Amendment to Schedule 1 describing such Patent, Trademark, Patent License or Trademark License. If such Patent or Trademark or the subject of such Patent License or Trademark License is registered or the subject of an application filed with the United States Patent and Trademark Office or with any similar office or agency of the United States, any State or Territory thereof, or any foreign country or political subdivision thereof, and if Agent so requests, Sebastiani will file this Assignment, together with such Amendment to Schedule 1, with any and all such offices.

(c) Sebastiani shall promptly notify Agent, in writing, of any suit, action or proceeding brought against it relating to, concerned with or affecting the Patent and Trademark Collateral or infringement of or interference with another patent or trademark, and shall, upon request by Agent, deliver to Agent a copy of all pleadings, papers, orders, or decrees theretofore or thereafter filed in any such suit, action or proceeding, and shall keep Agent fully advised and informed, in writing, of the progress of any such suit, action or proceeding.

(d) In the event of any material infringement of the Patent and Trademark Collateral by others known or brought to the attention of Sebastiani or any infringement, which continues for more than one (1) month after Sebastiani learns of such infringement, Sebastiani shall promptly notify Agent in writing of such infringement and the full nature, extent, evidence and facts of such infringement known to Sebastiani. Sebastiani shall promptly take such action, if any, as it deems necessary to stop such infringement and to protect the Patent and Trademark Collateral.

(e) Upon the written request of Agent, and at the sole expense of Sebastiani, Sebastiani shall promptly and duly execute and deliver any and all additional documents, including, without limitation, UCC-1 financing statements, and take such further action as Agent may reasonably deem desirable to obtain the full benefit of this Assignment.

5. Incorporation of Security Agreement. Sebastiani hereby acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the lien on and security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the

terms and provisions of which are incorporated herein by this reference as if fully set forth herein.

IN WITNESS WHEREOF, Sebastiani has executed this Assignment as of the date set forth above.

SEBASTIANI VINEYARDS, INC.  
a Delaware corporation

By: Richard H. Brown

Title: Senior Vice President  
and Chief Operating Officer

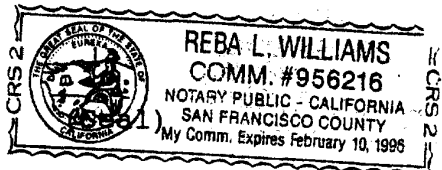
**ACKNOWLEDGMENT OF INSTRUMENTS**

STATE OF CALIFORNIA            )  
  )    SS.  
COUNTY OF San Francisco    )

On December 23, 1992, before me, the undersigned notary public in and for said state, personally appeared Richard H. Brown, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Reba L. Williams



TRADEMARK  
REEL 1765 FRAME 0010

SCHEDULE 1

Patents

<u>Patent</u>	<u>Patent No.</u>	<u>Registration Date</u>
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NONE AT THIS TIME

Pending Patent Applications

<u>Patent</u>	<u>Patent No.</u>	<u>Filing Date</u>
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NONE AT THIS TIME

Patent Licenses

Patent Licenses with respect to which Sebastiani is a  
Licensee:

<u>Licensor</u>	<u>Patent</u>	<u>Patent No.</u>	<u>Registration Date</u>
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NONE AT THIS TIME

TRADEMARK

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SCHEDULE 1 (cont.)

Foreign Patents

<u>Jurisdiction</u>	<u>Patent</u>	<u>Patent No.</u>	<u>Registration Date</u>
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NONE AT THIS TIME

Pending Foreign Patent Applications

<u>Jurisdiction</u>	<u>Patent</u>	<u>Patent No.</u>	<u>Registration Date</u>
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NONE AT THIS TIME

Foreign Patent Licenses

Licenses with respect to which Sebastiani is a Licensee:

<u>Licensor</u>	<u>Jurisdiction</u>	<u>Patent</u>	<u>Patent No.</u>	<u>Registration Date</u>
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NONE AT THIS TIME

TRADEMARK

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SCHEDULE 1 (cont.)

Federal Trademarks

<u>Mark</u>	<u>Trademark Registration No.</u>	<u>Status</u>	<u>Issuance Date</u>
Vendange	74/055 882	Pending	filed May 90
Richard Cuneo	1640728		Apr-91
Eye of the Swan	1679587		Mar-92
Eye of the Swan Cellars	1680539		Mar-92
Domaine Chardonnay	74/045 348	Pending	filed Mar 90
Oakbrook	1603970		Jun-90
La Sorella	1586027		Mar-90
Il Fratello	1586026		Mar-90
California Champonnay	1364815		Oct-85
Eagle Ridge Ranch	1326271		Mar-85
August Sebastiani	1249224		Aug-83
Tailfeathers	1190190		Feb-82
Sebastiani	1111451		Jan-79
Wine Country Rodeo & Design (entertainment)	12146		Aug-81
Wine Country Rodeo (entertainment)	12147		Aug-81
Sebastiani Vineyards	511191		Oct-86
August Sebastiani & Design (house & vineyard design)	1252402		Sep-83
Sebastiani & Design (belt buckle design)	1127945		Dec-79
Sebastiani	1111046		Jan-79

1110920 1765 98  
REEL  
JAN-79

<u>Mark</u>	<u>Trademark Registration No.</u>	<u>Status</u>	<u>Issuance Date</u>
Sebastiani (founded at the end of El Camino Real)	1113295		Feb-79
Sebastiani & Design	1117414		May-79

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TRADEMARK

SCHEDULE 1 (cont.)

State or Territorial Trademarks

<u>State or Territory</u>	<u>Mark</u>	<u>Trademark Registration No.</u>	<u>Registration Date</u>
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NONE AT THIS TIME

Pending State or Territorial Trademark Applications

<u>State or Territory</u>	<u>Mark</u>	<u>Trademark Registration No.</u>	<u>Registration Date</u>
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NONE AT THIS TIME

State or Territorial Licenses

State or Territorial Trademark Licenses with respect to  
which Sebastiani is a licensee:

<u>Licensor</u>	<u>State or Territory</u>	<u>Mark</u>	<u>Trademark Registration No.</u>	<u>Registration Date</u>
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NONE AT THIS TIME

TRADEMARK

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SCHEDULE 1 (cont.)

Foreign Trademarks, Pending Foreign Trademark Applications  
and Foreign Trademark Licenses

See attached.

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International Trademark Registrations  
 Sebastiani Vineyards, Inc. (a Delaware corporation)

Country	Mark		Registration #	Issued	Renew
Philippines	Sebastiani	(words)	45,948	Jul-1989	Jul-2009
	August Sebastiani	(words)	45,878	Aug-1989	Aug-2009
Canada	Sebastiani	(script & word)	314,056	May-1986	May-2001
	Eagle Design	(design)	291,927	Jun-1984	Jun-1999
	Eye of the Swan	(word)	287,147	Jan-1984	Jan-1999
	Eye of the Swan Cellars	(word)	400,557	Jul-1992	Jul-2007
	Sebastiani	(words)	330,014	Jul-1987	Jul-2002
	"founded at the end of El Camino Real"				
	August Sebastiani	(words and design)	332,164	Sep-1987	Sep-2002
Japan	Eye of the Swan Cellars	(words)	pending	filed March 1992	
	Vendange	(word)	pending	filed March 1992	
	Sebastiani	(word)	1,794,113	Jul-1985	Jan-1995
	August Sebastiani	(word)	1,741,718	Jan-1985	Jul-1994
Taiwan	August Sebastiani	(words)	234,521	Mar-1984	Jul-1993
	Sebastiani	(script)	231,421	Feb-1984	Jul-1993
Mexico	August Sebastiani	(words)	364,416	Nov-1988	Nov-1993
	Sebastiani	(words)	364,415	Nov-1988	Nov-1993
	Vendange	(word)	pending	filed Jun-1990	
Korea	August Sebastiani	(words)	132,798	Oct-1986	Oct-1996
	Sebastiani	(words)	131,611	Oct-1986	Oct-1996
Argentina	August Sebastiani	(words)	1,092,247/2	Sep-1984	Sep-1994
	Sebastiani	(words)	1,092,248/9	Sep-1984	Sep-1994
Germany	Sebastiani	(script)	1,050,852	May-1982	May-2002
	August Sebastiani	(word)	1,045,132	Jul-1982	May-2002
Dominican Republic	August Sebastiani	(words)	47,463	Sep-1989	Sep-2009
	Sebastiani	(words)	47,464	Sep-1989	Sep-2009
Italy	August Sebastiani	(script & word)	456,589	Jul-1983	Jul-2003
	Sebastiani	(script & word)	456,590	Jul-1983	Jul-2003
Barbados	Sebastiani	(word)	pending	filed Jun-1990	
	August Sebastiani	(word)	pending	filed Jun-1990	

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International Trademark Registrations  
 Sebastiani Vineyards, Inc. (a Delaware corporation)

Country	Mark		Registration #	Issued	Renew
Denmark	Sebastiani	(words)	pending	filed Jan- 1988	
	August Sebastiani	(words)	7.816.1990	Apr-1991	Dec-2000
Sweden	August Sebastiani	(word)	pending	filed August 1992	
Benelux	Vendange	(word)	pending	filed April 1992	
	Sebastiani	(word)	383,890	Mar-83	Mar-2002
	August Sebastiani	(word)	383,891	Mar-83	Mar-2002
United Kingdom	August Sebastiani	(word)	pending	filed June 1992	
	Richard Cuneo	(word)	1,424,097	May-92	May-97
	Oakbrook	(word)	A1,424,113	May-92	May-97
Brazil	Sebastiani	(word)	811,268,608	Aug-83	Nov-94
	August Sebastiani	(word)	811,268,616	Aug-83	Nov-94

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 PATENT AND TRADEMARK  
 OFFICE

JAN 21 1993

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